

Campden BRI Group:

Campden BRI (registered no. 510618)

Campden BRI (Chipping Campden) Limited (registered no. 3836922)

Campden BRI (Nutfield) (registered no. 2690377)



Registered Office:

Station Road • Chipping Campden • Gloucestershire • GL556LD • UK

Campden BRI - Standard Terms & Conditions for Training Courses including Seminars, Conferences and Events

THESE CONDITIONS IN ADDITION TO THE WEBSITE TERMS OF USE (IF A TRAINING COURSE IS PURCHASED VIA THE WEBSITE) APPLY TO THE SALE OF ANY TRAINING COURSE. BY ORDERING A TRAINING COURSE YOU (THE CUSTOMER) ARE CONFIRMING YOUR AGREEMENT TO BE BOUND BY THESE CONDITIONS.

1. Interpretation

1.1. Definitions. In these Conditions, the following definitions apply:

**Brochure:** means any online or hard copy document that is produced by the Supplier for certain Courses and Events;

**Business Day:** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business;

**Conditions:** these terms and conditions as amended from time to time in accordance with Condition 19;

**Contract:** the contract between the Customer and the Supplier for the purchase of a Training Course or Event in accordance with these Conditions;

**Customer:** means the person, firm or company who purchases the Training Course or Event from the Supplier and any representative of the Customer;

**Course Materials:** means the materials provided by the Supplier in the course of the delivery of the Training Course or Event;

**Data Protection Legislation:** the Data Protection Act 1988 and Electronic Communications (EC Directive) Regulations 2003 and any other data protection laws and regulations applicable in the jurisdictions in which a Training Course is delivered hereunder and codes of practice, guidelines and recommendations issued by the Information Commissioner or any replacement or equivalent body, as amended and in force from time to time;

**Fee:** means the fee payable for a Scheduled Training Event or a Tailored Training Course excluding VAT;

**Intellectual Property Rights:** patents, rights to inventions, copyright and related rights, trade marks, business names and domain names, rights in get-up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know-how), and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world;

**Order:** any order from the Customer to the Supplier for the purchase of a Course or Event including without limitation a purchase order (in electronic or hard copy form) or a postal application, e-mail, telephone call or fax requesting the purchase of a Training Course or an order submitted via our Website.

**Representatives:** means any employee or any other delegate attending a Course or Event on behalf of the Customer;

**Scheduled Training Event ("Event"):** means a scheduled training course, workshop, briefing, seminar or conference advertised on the Campden BRI website and delivered by the Supplier;

**Supplier:** means the respective contracting company within the Campden BRI group of companies which comprises Campden BRI (registered number 00510618), Campden BRI (Chipping Campden) Limited (registered number 03836922) and Campden BRI (Nutfield) (registered number 02690377);

**Tailored Training Course ("Course"):** means a bespoke training course delivered by the Supplier;

**Working Day:** means any day excluding Saturday, Sunday or a public holiday in England; and

**Website:** [www.CampdenBRI.co.uk](http://www.CampdenBRI.co.uk)

1.2. Construction. In these Conditions, the following rules apply:

1.2.1. a **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality);

1.2.2. a reference to a **party** includes its personal representatives, successors or permitted assigns;

1.2.3. a reference to a **provision** includes any subordinate legislation made under that statute or statutory provision, as amended or re-enacted;

1.2.4. any phrase introduced by the terms **in particular** or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms;

1.2.5. a reference to a **statute** or **statutory provision** is a reference to such statute or statutory provision as amended or re-enacted; and

1.2.6. a reference to **writing** or **written** includes faxes and e-mails.

2. Basis of Contract

2.1. The Order constitutes an offer by the Customer to purchase a Course or Event in accordance with these Conditions.

2.2. The Order shall only be deemed to be accepted when the Supplier issues written acceptance by e-mail of the Order. The Contract shall be deemed to come into existence on the earlier of the issuance of such written acceptance or the delivery of the Course or Event to the Customer.

2.3. The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract.

2.4. Any descriptive matter or advertising issued by the Supplier, and any descriptions contained on the Website or Brochure, are issued or published for the sole purpose of giving an approximate idea of the Course or Event described in them. They shall not form part of the Contract or have any contractual force.

2.5. These Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.6. Any quotation given by the Supplier shall not constitute an offer, and is only valid for a period of twenty-eight (28) days from its date of issue, provided that the Supplier has not previously withdrawn it

2.7. The Supplier reserves the right at anytime and without notice to:

2.7.1. withdraw a Course or Event advertised for sale on the Website or Brochure; or

2.7.2. change the content of any Course or Event.

3. Course/Event Fee and Payment

3.1. Scheduled Training Event

The Fee shall be displayed on the Campden BRI website and/or brochure and will be confirmed by the Supplier in writing. Payment shall be made in accordance with the following requirements:

3.1.1. Website Bookings: the Fee shall be paid by debit or credit card, or by electronic transfer on receipt of an invoice

3.1.2. Non Website Bookings: the Fee shall be paid within 30 days of the date of the invoice except where the Event is booked by the Customer less than 10 working days before the start of the Event in which case the Fee shall be paid immediately in advance.

3.2. Tailored Training Course

3.2.1. The Fee shall be paid a minimum of 6 weeks before the start of the Course by electronic transfer on receipt of an invoice unless otherwise agreed by the Supplier in writing. Where applicable Course expenses will be invoiced after the training has been delivered.

3.3. All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable for the time being (VAT). Where any taxable supply for VAT purposes is made under the Contract by the Supplier to the Customer, the Customer shall, on receipt of a valid VAT invoice from the Supplier, pay to the Supplier such additional amounts in respect of VAT as are chargeable on the supply of the Services at the same time as payment is due for the supply of the Services.

3.4. If a party fails to make any payment due to the other party under the Contract by the due date for payment, then the defaulting party shall pay interest on the overdue amount at the rate of 4% per annum above Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until the date of actual payment of the overdue amount, whether before or after judgment. The defaulting party shall pay the interest together with the overdue amount. This clause shall not apply to payments that the defaulting party disputes in good faith.

- 3.5. The Supplier reserves the right from time to time to change the Fee. In the event that due to a technical error the amount of the Fee displayed on the Website or in the Brochure is incorrect the Supplier shall notify the Customer as soon as reasonably practicable. In the event the correct amount of the Fee is higher than the amount displayed on the Website or in the Brochure the Customer shall have the right to either continue with the Order for the Course or Event at the increased Fee or cancel its Order. In the event of a cancellation pursuant to this Condition 3.5 the Supplier shall refund the Customer any amount already paid pursuant to this Condition 3 for such Course or Event by the Customer
- 4. Transfers**  
**Scheduled Training Events**  
All transfer requests must be made in writing to the Supplier and are subject to a limit of 2 transfer requests in the 12 month period immediately after the start date of the first cancelled Event. Transfers are subject to payment of the following charges in addition to the Fee (subsequent cancellations are subject to the terms and conditions applicable to the original booking):
- 4.1. 1-2 day Events
- 4.1.1. nil charge for transfer requests received a minimum of 20 working days prior to the start date of the Event
- 4.1.2. £50 charge for transfer requests received a minimum of 10 working days prior to the start date of the Event
- 4.1.3. £100 charge for transfer requests received a minimum of 3 – 9 working days prior to the start date of the Event
- 4.1.4. a further 50% of the Fee charged for transfer requests received less than 3 working days prior to the start date of the Event; and
- 4.1.5. all applicable accommodation and administrative charges
- 4.2. 3 days plus Events
- 4.2.1. nil charge for transfer requests received a minimum of 20 working days prior to the start date of the Event
- 4.2.2. £100 charge for transfer requests received a minimum of 10 working days prior to the start date of the Event
- 4.2.3. a further 50% of the Fee charged for transfer requests received less than 10 working days prior to the start date of the Event; and
- 4.2.4. all applicable accommodation and administrative charges
- 5. Postponements**  
**Tailored Training Course**  
All postponement requests must be made in writing to the Supplier and are subject to a limit of 1 postponement request in the 12 month period immediately after the start date of the first postponed Course. Postponements are subject to payment of the following charges in addition to the Fee (subsequent cancellations are subject to the terms and conditions applicable to the original booking):
- 5.1. 1-2 day Courses
- 5.1.1. nil charge for postponement requests received a minimum of 30 working days prior to the start date of the postponed Course
- 5.1.2. £500 for postponement requests received within a minimum of 15-29 working days prior to the start date of the postponed Course
- 5.1.3. £750 for postponement requests received within a minimum of 5-14 working days prior to the start dates of the postponed Course
- 5.1.4. a further 50% of the Fee for postponement requests received less than 5 working days prior to the start date of the postponed Course; and
- 5.1.5. all applicable accommodation and administrative charges
- 5.2. 3 days plus Courses
- 5.2.1. nil charge for postponement requests received a minimum of 40 working days prior to the start date of the postponed Course
- 5.2.2. £1000 for postponement requests received within a minimum of 10-39 working days prior to the start date of the postponed Course
- 5.2.3. a further 50% of the Fee for postponement requests received less than 10 working days prior to the start date of the postponed Course; and
- 5.2.4. all applicable accommodation and administrative charges
- 6. Course/Event Cancellations**  
**6.1. Scheduled Training Events**  
All cancellation requests must be made in writing to the Supplier and are subject to payment of the following charges:  
All Events:
- 6.1.1. no charge for cancellation requests received within a minimum of 20 working days prior to the cancelled start date of the Event
- 6.1.2. 50% of the Fee charged for cancellation requests received 10 – 19 working days prior to the start date of the cancelled Event ; and
- 6.1.3. all applicable accommodation cancellation or administration charges.
- 6.1.4. No refunds for cancellations received less than 10 working days prior to the start date of the cancelled Event
- 6.2. Tailored Training Course**  
All cancellation requests must be made in writing to the Supplier and are subject to payment of the following charges
- 6.2.1. 1-2 day Courses
- 6.2.1.1. 100% refund for cancellations notified within 40 working days prior to the start date of the cancelled Course
- 6.2.1.2. 50% of Fee for cancellations notified 10 - 39 days prior to the start date of the cancelled Course
- 6.2.1.3. no refund for cancellations notified less than 10 working days prior to the start date of the cancelled Course; and
- 6.2.1.4. all applicable accommodation and administrative charges
- 6.2.2. 3 days plus Courses
- 6.2.2.1. 100% refund for cancellations notified within 50 working days prior to the start date of the cancelled Course
- 6.2.2.2. 50% refund for cancellations notified between 15 – 49 days prior to the start date of the cancelled Course
- 6.2.2.3. no refund for cancellations notified less than 15 working days prior to the start date of the cancelled Course; and
- 6.2.2.4. all applicable accommodation and administrative charges
- 7. Intellectual Property Rights**
- 7.1. All Intellectual Property Rights in or arising out of or in connection with the delivery of a Training Course or Event and the Course Materials shall be owned by the Supplier.
- 7.2. The Customer acknowledges that, in respect of any third party Intellectual Property Rights, the Customer's use of any such Intellectual Property Rights is conditional on the Supplier obtaining a written licence from the relevant licensor on such terms as will entitle the Supplier to license such rights to the Customer.
- 7.3. In consideration of receipt by the Supplier of the Fee, the Supplier grants to the Customer and its Representatives with effect from the start date of the applicable Course or Event a non-exclusive, non-transferable licence to use the Course Materials for the sole purpose of participating in the applicable Training Course or Event.
- 7.4. All Course Materials are the exclusive property of the Supplier. Use of Course Materials not expressly permitted by these Conditions is strictly prohibited and shall constitute an infringement of the Supplier's Intellectual Property Rights.
- 8. Customer's Obligations**  
The Customer shall and shall procure that its Representatives shall:
- 8.1. comply with all health and safety rules and regulations and any other security requirements that apply at the premises at which the Course or Event is provided;
- 8.2. use the premises at which the Courses or Event takes place is provided only for the purposes of participating in the Training Courses;
- 8.3. not copy the Course Materials except whether such copying is incidental or necessary for the purposes of completing the relevant Course or Event;
- 8.4. not provide or otherwise make the Course Material available in whole or in part, in any form to any person without the prior written consent of the Supplier;
- 8.5. not alter, or modify the whole or any part of the Course Material not permit the Course Material or any part of them to be combined with or become incorporated into any other materials.
- 9. Confidentiality**
- 9.1. Both parties shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed by one party to the other party, or to that party's employees, agents, consultants or subcontractors and any other confidential information concerning that party's business or products which the other party may obtain during the delivery of the Course and use of the Course Materials (the "Confidential Information").
- 9.2. Both parties shall ensure that their employees, officers, representatives, advisers, agents or subcontractors to whom it discloses such Confidential Information comply with this Condition.
- 9.3. The Customer shall not make use of or divulge to any third party any Confidential Information it may gain as a result of any visit to the Supplier's premises.
- 9.4. The Customer shall not use any such Confidential Information for any purpose other than to perform its obligations under the Contract.
- 9.5. The receiving party acknowledges that the requirements in this Condition shall not apply to any part of the Confidential Information which:
- 9.5.1. Is or becomes public knowledge through no fault of the receiving party;
- 9.5.2. Is acquired by the receiving party from a third party with legal title to it;

9.5.3. The receiving party can prove was lawfully in its possession at the date it was disclosed by the disclosing party; or

9.5.4. Is independently developed by the receiving party.

9.6. Either party may disclose any such Confidential Information:

9.6.1. To its employees, officers, representatives, advisers, agents or subcontractors who need to know such information in connection with the performance of the Contract; or

9.6.2. To the extent required by law, by any governmental or other regulatory authority, by a court or other authority of competent jurisdiction, or as is required to be disclosed by an accreditation or certification body only for the purposes of that party's own internal audit.

#### **10. Warranties and Disclaimer**

10.1. The Supplier does not make any representation, guarantee or commitment to the Customer that the Course Materials shall be error free.

10.2. All representations, warranties and/or terms not expressly set out in these Conditions (whether implied by law, conduct, statute or otherwise) shall be excluded to the maximum extent permitted by law.

#### **11. Liability**

11.1. Except in respect of death or personal injury caused by the Supplier's negligence or as expressly provided in these Conditions, the Customer acknowledges that the Supplier shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses or other claims (whether caused by the negligence of the Supplier, its servants or agents or otherwise) which arise out of or in connection with the this Contract.

11.2. Except as expressly provided for in these Conditions, the total liability of the Supplier under or in connection with the Contract whether in contract, tort (including negligence), breach of statutory duty or otherwise, shall not exceed the Fee which has been paid or is payable pursuant to Condition 3 above.

#### **12. Termination**

12.1. Termination by the Customer can be effected only with the written consent of the Supplier and in accordance with Condition 6.

12.2. The Supplier shall be at liberty (without prejudice to any other rights it may have) to terminate the Contract forthwith on giving notice in writing for any of the following reasons:

12.2.1. Non-payment by the Customer of any one or more invoices submitted by the Supplier;

12.2.2. A material breach of the Customer's express or implied obligations under the Contract and where such breach is remediable the Customer fails to remedy that breach within thirty (30) days of being notified by the Supplier in writing of the breach;

12.2.3. If a petition is made for the Customer's bankruptcy or a criminal bankrupt order is made against the Customer or if the Customer makes any composition or arrangement with or for the benefit of creditors or makes any conveyance or assignment for the benefit of creditors;

12.2.4. Where the Customer is a company, if any action is taken for or with a view to its winding up, or a petition is presented for an administration or winding up order against it or such an order is made, or it becomes insolvent or unable to pay its debts as they fall due, or an administrative receiver or receiver or manager of its undertaking is duly appointed by a creditor or by the court, or possession is taken of any of its property by an encumbrancer and in that event such termination shall not affect any rights which the Supplier may have against the Customer in consequence of the breach by the Customer.

12.3. On termination of the Contract the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest (if applicable).

12.4. The accrued rights and liabilities of the parties as at termination and the continuation of any provision expressly stated to survive or implicitly surviving termination shall not be affected.

#### **13. Force Majeure**

The Supplier shall not be liable for any delay or failure to perform any of its obligations if the delay or failure results from events or circumstances outside its reasonable control, including but not limited to acts of God, strikes, lock outs, accidents, war or fire ("Force Majeure Event").

#### **14. Data Protection**

14.1. Each party agrees that in performing their obligations under the Contract, they shall comply with the provisions of all applicable Data Protection Legislation to the extent it applies to them.

14.2. The Customer shall procure that its Representatives consent to the Supplier holding and processing data relating to them for legal, personnel, administrative and management purposes in connection with the performance of the Contract and in particular to the processing of any "sensitive data" as defined in the Data Protection Legislation.

#### **15. Anti-bribery**

The Supplier shall at all times comply with the UK Bribery Act 2010 and shall not do anything and procure that any of the Supplier's employees agents or subcontractors shall not do anything that would cause, or risk causing the Customer to commit an offence under such Act.

#### **16. Severance**

If any term or provision of these Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provision hereof shall continue in full force and effect as if these Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

#### **17. No Partnership or Agency**

Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent for the other party for any purpose. No party shall have authority to act as agent for, and to bind, the other party in any way.

#### **18. Assignment**

The Customer shall not be entitled to assign its rights or obligations under any Contract with the Supplier without the prior written consent of the Supplier.

#### **19. Waiver**

Any waiver by the Supplier of any breach of, or any default under, any provision of the Contract by the Customer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

#### **20. Variation**

Any variation to these Conditions shall have no effect unless expressly agreed in writing and signed by a duly authorised representative of the Supplier.

#### **21. Notices**

21.1. Where a notice is required to be given to any party hereto it may be served by leaving it at the registered office or last known address of that party. Otherwise it may be delivered personally, or be sent by first class post, recorded delivery or by commercial courier to the other party. In all cases the notice must be marked for the attention of that party's nominated contact for the Course/Event.

21.2. Any notice shall be deemed to have been duly received if delivered personally when left at the address or, if sent by pre-paid first class post or recorded delivery on the second business day after posting, or if delivered by commercial courier on the date and at the time that the courier's delivery receipt is signed.

#### **22. Contracts (Rights of Third Parties) Act 1999**

The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999.

#### **23. Governing Law and Jurisdiction**

The Contract to which these Conditions apply and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), unless otherwise stated, shall be governed by and construed in accordance with the laws of England and Wales. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim arising out of or in connection with this Contract or its subject matter or formation (including non-contractual disputes or claims)